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Attorneys for Plaintiff

Antonio Lopez, Johanna Lopez, & S.L. by and through his guardian ad litem  
Rocio Flores

**UNITED STATE DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ANTONIO LOPEZ, individually;  
JOHANNA LOPEZ, individually;  
M.R., by and through his guardian ad  
litem, April Rodriguez, individually  
and as successor in interest to  
Brandon Lopez; B.L. and J.L., by and  
through their guardian ad litem  
Rachel Perez, individually and as  
successors in interest to Brandon  
Lopez; S.L., by and through his  
guardian ad litem, Rocio Flores,  
individually and as successor in  
interest to Brandon Lopez,,

Plaintiff,

vs.

Case No.: 8:22-cv-01351-JVS-ADS

*(Honorable James V. Selna; Magistrate  
Judge Autumn D. Spaeth)*

**DECLARATION OF LENA P.  
ANDREWS IN SUPPORT OF EX  
PARTE PETITION TO APPROVE  
MINOR'S COMPROMISE FOR  
MINOR PLAINTIFF S.L.**

CITY OF ANAHEIM, a municipal corporation; CITY OF SANTA ANA, a municipal corporation; DAVID VALENTIN, individually and in his official capacity as the Chief of Police for the CITY OF SANTA ANA Police Department; JORGE CISNEROS, individually and in his official capacity as the Chief of Police for the CITY OF ANAHEIM Police Department; PAUL DELGADO, individually and in his official capacity as an officer for the CITY OF ANAHEIM Police Department; BRETT HEITMAN; KENNETH WEBER, individually and in his official capacity as an officer for the CITY OF ANAHEIM Police Department; BRETT HEITMAN; CAITLIN PANOV, individually and in her official capacity as an officer for the CITY OF ANAHEIM Police Department; BRETT HEITMAN, individually and in his official capacity as an officer for the CITY OF ANAHEIM Police Department; BRETT HEITMAN; DOES 1-10, individually and in their official capacity as law enforcement officers for the CITY OF ANAHEIM Police Department and CITY OF SANTA ANA Police Department,,

Defendants.

I, Lena P. Andrews declare:

1. I am an attorney who is licensed to practice law in California and before this Court. I represent the Plaintiffs in the above captioned matter and I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify thereto.

2. The nature of Plaintiff S.L.'s claims are set forth in the operative complaint.

1           3.     Medical treatment and medical billing are not relevant. Plaintiff S.L.  
2 has not received medical treatment in connection with this case.

3           4.     Minor Plaintiffs S.L., B.L., J.L., and M.R. and Defendants Officers and  
4 the City of Anaheim reached a settlement in this matter. The total settlement for this  
5 matter is in the amount of \$5,800,000, inclusive of all costs and attorney's fees.

6           5.     The minor Plaintiffs, by and through their respective guardian ad  
7 litem, have agreed to even apportionment of the total amount between the four  
8 minor Plaintiffs. Thus, Minor Plaintiff S.L.'s gross settlement amount shall be  
9 \$1,450,000, equal to 25% of the total settlement.

10          6.     Burris, Nisenbaum, Curry & Lacy hereby request attorney's fees in the  
11 amount of 33.33% of the total gross settlement, equaling \$483,333.33., pursuant to  
12 the contingency agreement between Minor Plaintiff S.L., by and through his  
13 guardian ad litem Rocio Flores, and Burris, Nisenbaum, Curry & Lacy LLP.

14          7.     The minor Plaintiffs, by and through their respective guardian ad  
15 litem, have agreed to even apportionment of the total costs.

16          8.     The total costs expended by counsel in the course of litigation for all  
17 Minor Plaintiffs in this matter is \$14,573.95. Thus, Minor Plaintiff S.L. shall bear  
18 \$3,643.49 in litigation costs.

19          9.     Minor Plaintiff S.L. will thus receive a net settlement in the amount of  
20 \$963,023.18.

21          10.    Petitioner Rocio Flores has reviewed the proposed settlement and  
22 structured disbursement schedule in Exhibit A.

23          11.    California Welfare and Institutions Code Section 14124.73 does not  
24 apply.

25          12.    This motion does not seek an order for payment of money to a special  
26 needs trust.

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1           13. This petition was prepared by Burris, Nisenbaum, Curry & Lacy LLP,  
2 counsel for Minor Plaintiff S.L. in this action. DeWitt M. Lacy, Julia N. Quesada,  
3 and Lena P. Andrews, counsel of record for Minor Plaintiff S.L. Burris, Nisenbaum,  
4 Curry & Lacy is in agreement with the terms of this Petition.

5           14. Plaintiff S.L.'s counsel also represent Plaintiffs Antonio Lopez and  
6 Johanna Lopez.

7           15. Plaintiffs Antonio Lopez and Johanna Lopez are not parties to the  
8 subject settlement.

9           16. DeWitt M. Lacy, Julia N. Quesada, and Lena P. Andrews, hereby  
10 represent to the Court that they became involved in this case at the request of  
11 Plaintiffs, and have not received any compensation for their services in connection  
12 with this action from any person.

13  
14 Dated: April 15, 2024

**BURRIS, NISENBAUM, CURRY & LACY LLP**

15  
16 By: /s/ Lena Andrews

17 DeWITT M. LACY  
18 JOHN L. BURRIS  
19 JULIA N. QUESADA  
20 LENA P. ANDREWS  
21 Attorneys for Plaintiff,  
22 Antonio Lopez, Johanna Lopez, &  
23 S.L. by and through his guardian ad  
24 litem Rocio Flores  
25  
26  
27